



Marine Pollution Control Corporation
 8631 West Jefferson Avenue, Detroit, Michigan 48209
 (p) 313-849-2333 (f) 313-849-1623
 www.marinepollutioncontrol.com

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Customer Information ("Client")		Project: West Branch Drums
Company: Name: Robert Cherry Address: 52820 South York Town Ct City, State, Zip: Chesterfield MI 48051 Phone: 810-499-1234 e-mail:		Customer EPA ID#: Cost Estimate #: DSGRC_07082014 MPC Representative: Dan Goeddeke
		Fax:

Scope Of Work: Marine Pollution Control Corp. ("MPC") will mobilize equipment and personnel to sample, characterize, profile, manifest and transport 40 waste drums for disposal. The waste will be transported to a licensed disposal facility.

Cost Estimate					
#	Description	Unit	Rate	Quantity	Total
	Supervisor (ST)	Hour	\$63.00	8	\$504.00
	Truck Driver (OT)	Hour	\$75.00	2	\$150.00
	Supervisor (ST)	Hour	\$63.00	8	\$504.00
	Supervisor (OT)	Hour	\$94.50	2	\$189.00
	Box Van Trailer With Lift Gate (HR)	Hour	\$30.00	10	\$300.00
	Tractor (HR)	Hour	\$30.00	10	\$300.00
	Miscellaneous Supplies (DAY)	Day	\$60.00	1	\$60.00
Disposal					
	Hazardous Waste (Flammable)	55-gallon	\$264.00	10	\$2,640.00
	Non-Hazardous Waste	55-gallon	\$55.00	30	\$1,650.00
	Laboratory Testing	Lump Sum	\$2,700.00	1	\$2,700.00
Surcharges & Fees					
	Fuel & Insurance Surcharge	%	9.00%		\$809.73
	Environmental Compliance I	EA	\$50.00	1	\$50.00
Estimated Total					\$9,856.73



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Cost Estimate Notes (check all that apply)

Waste Generator ("Generator"):

- ☒ This is a cost estimate only for work to be performed on a time and materials basis. Final invoicing will reflect actual personnel and equipment times, materials, and supplies used in performance of the proposed work. All rates are portal to portal with a four (4) hour minimum per charge unit.
- ☒ This is a cost estimate based upon information available to MPC at the time of preparation. If actual conditions differ than those represented to MPC, this estimate may be invalid or a change order may be required.
- ☒ Straight time (ST) will be charged for the first eight (8) hours of scheduled work performed between the hours of 0700 and 1500, Monday through Friday. Overtime (OT) will be charged for work performed in excess of the first eight (8) hours between these times, Monday through Friday, work performed before 0700 and/or after 1700, Monday through Friday, and all day Saturday. Double time (DT) will be charged on Sundays and Federal Holidays.
- ☒ Waste transportation and disposal costs are predicated upon Generator designating the disposal facility specified herein for disposal of waste from this site. Ultimately the generator of the waste must designate the disposal facility to receive the waste and said facility must approve the waste for disposal prior to its removal from the site. If Generator designates an alternate facility, a revised proposal will be provided.
- ☒ A sample of the waste may be required by the designated facility to issue a disposal approval; if required, the sample is to be supplied by Generator or Others. This estimate does not include pricing for waste sampling or characterization analyses.
- ☒ Surcharges may be assessed by the disposal facility and final invoicing will reflect actual quantities, characterizations, and consistencies received at the facility, and analytical and demurrage, if applicable.
- ☒ A generator identification number ("MID" or "MIG") will be required in order to remove the waste from the site. If a generator number has not yet been assigned to the facility, application will need to be made by generator directly to the Michigan Department of Environmental Quality, along with a \$50 application fee.
- ☒ The disposal facility makes final determination on acceptance of shipments into the facility based on waste profile, shipping documentation and wastes delivered to the facility. Non-conforming loads will be returned to Generator and charged to Client on a time and materials basis.
- ☒ Demurrage will be invoiced at \$65.00/hour after one (1) hour loading waste at the Generator facility and after one (1) hour off-loading the waste at the generator-designated disposal facility.
- ☐ On behalf of Client, MPC will notify Miss Dig for marking of utilities prior to soil excavation. Any underground services such as water, electrical, gas, sewer lines, etc, to be billed as extra if hit during site activities. MPC assumes no liability for damage to utilities not marked by Client or Miss Dig.
- ☐ Proposal does / does not include pricing for backfill compaction testing, nor provisions for sheeting, shoring, or dewatering. Soil excavation cost is based upon normal soil conditions. Extra charges will be made on a time and materials basis if underground utilities, bedrock, frost, cinders, trash, old foundations, excess or hidden concrete or asphalt, water and/or water sand are encountered during excavation. Provisions are / are not included for disposal of fiberglass, glass-lined, or armor-coated tanks.
- ☐ Services contained within the Scope of Work will require confined space entry. Entry into the space(s) and activities within will be performed in accordance with OSHA-regulated confined space entry procedures delineated in 29 CFR 1910.146. Air monitoring will be completed to monitor the interior atmosphere of the space prior to personnel entry. MPC will complete, post, and maintain a confined space entry permit prior to each entry.
- ☒ A variable Fuel Surcharge and a 1.5% Insurance Surcharge is applied to the total invoice. Fuel Surcharges are calculated based on fuel prices published by the US Motor Gasoline and On-Highway Diesel Fuel prices for the Midwest Region.



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General Terms and Conditions of Work

- 1) **SERVICES:** The services provided under this contract are solely for the benefit of the Client and neither this contract nor any services rendered hereunder shall give rise to, or shall be deemed or construed so as to confer any rights upon any other party as a third party beneficiary or otherwise, and Client agrees to indemnify MPC against any claims by such third parties.
- 2) **GENERATOR NUMBER:** Client shall provide MPC with the generator number that is provided by applicable governmental authority of which is otherwise required by law. Until such time as Client has obtained a generator number, MPC shall be allowed to store the materials on Client's property where the materials were removed, or delay commencement of work until the generator number has been obtained.
- 3) **MPC's COMPLIANCE WITH LAWS AND REGULATIONS:** MPC represents that it will comply with all applicable governmental laws, regulations and ordinances in performance of the work described under the scope of work.
- 4) **MPC's WARRANTIES:** MPC represents and warrants to Client that MPC is qualified to perform the services hereunder and will do so in a safe and workmanlike manner and in compliance with all governmental laws, regulations, and orders.
- 5) **CLIENT'S WARRANTIES:** Client represents and warrants to MPC that (i) it will provide a true and accurate description of all known hazardous substances to be handled by MPC and further advise MPC of all known or suspected hazards or risks incidental to the handling, transportation, and disposal of said substances; (ii) it shall select the disposal or treatment facilities that said hazardous substances are to be taken; and (iii) it will, if deemed necessary by MPC, secure all necessary approvals, judicial and/or administrative orders necessary to insure MPC's legal access to the site to perform the work.
- 6) **CONFIDENTIALITY:** Except as required by law, MPC agrees that it will maintain in confidence and not disclose to others information acquired in performance of the work under this Agreement without the prior written consent of the Client.
- 7) **NON-EXCLUSIVITY:** This Agreement shall not be construed as granting to MPC the exclusive right to respond to environmental problems experienced by Client; Client reserves the right to contract with other parties for such services as it deems necessary. Furthermore, Client understands that MPC has entered into similar agreements with other parties, and as a result of those agreements it is possible that MPC may not be available to immediately respond to Client's request for services. MPC does, however, intend to respond to the requests for services by Client if its personnel and equipment are available.
- 8) **DISCLAIMER OF WARRANTY:** MPC MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OF WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- 9) **INDEMNIFICATION:** Client shall defend, indemnify, and hold harmless MPC, its officers, agents and employees from and against all liabilities, demands, claims, cause of actions, suits, costs and expenses incidental thereto (including reasonable attorney fees), which any or all of them may hereunder suffer and be responsible for as a result of bodily injuries or death of any person, damage (including loss of use) to any property, contamination of or adverse effects on the environment, arising out of or in any way connected with the performance of services by MPC under this contract; provided however, that Client shall not be obligated to indemnify MPC for any damages, or injuries, including death, caused solely by the negligence of MPC.
- 10) **LIMITATION OF LIABILITY:** In no event shall MPC's liability for damages, whether based on contract, tort (including, but not limited to negligence, nuisance, trespass, or privacy action) or any other legal theory, exceed the total amount paid by Client for services performed under this contract. In no event shall MPC be liable to Client for incidental, exemplary, special or consequential damages (including loss of profits), even if MPC has been advised of the possibility of such damages. Client acknowledges that the fees charged by MPC for services herein are based, in part, on this limitation of liability.
- 11) **FORCE MAJEURE:** MPC shall not be deemed in default of this Agreement or any duty hereunder to the extent that any delay or failure in the performance of its obligations results, without its fault or negligence, from any cause beyond its reasonable control, including, but without limitation, acts of God, acts of any governmental body, acts or delays of other subcontractors or supplies, fire, flood, severe weather, and labor disturbances.
- 12) **ASSIGNMENT:** Neither this Agreement, nor any claim or performance obligations arising in connection with performance of this Agreement, may be assigned or subcontracted by either party without the prior written consent of the other party. Any such assignment or delegation shall not relieve the assigning or delegating party of its obligations hereunder.
- 13) **DELINQUENT ACCOUNTS:** If MPC retains an attorney to collect any delinquent accounts, Client also agrees to pay MPC all of its costs and expenses, including reasonable attorney fees, incurred in collecting amount due from Client.
- 14) **INCURRED DEBT:** The parties agree that this Contract incorporates a debt incurred in the ordinary course of business or financial affairs of the purchaser; that all payments made on this Contract will be made in the ordinary course of business and financial affairs of each other; that all payments will be made according to the ordinary business terms of each other and in the industry.
- 15) **CAPTIONS:** The captions used herein are for convenience only and are not a part of this agreement and do not in any way limit or amplify the terms and provisions hereof.
- 16) **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

7/8/2014

DSGRC_07082014_West Branch Drums



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MPC thanks you for the opportunity to provide this estimate. If you have any questions or require additional information, please do not hesitate to contact me at (313) 849-2333.

Sincerely,

Marine Pollution Control Corporation

Dan Goeddeke
Account Manager

cc: File

PROPOSAL ACCEPTANCE – TO BE COMPLETED BY CLIENT

The person signing this document on behalf of the Client acknowledges that he/she has the authority to contractually bind said Client in accordance with this proposal and the General Terms and Conditions thereof.

Accepted By:

Signature:

Title:

Company:

Date:

P.O./Release#:



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General Terms and Conditions of Work (Continued)

17) ENTIRE AGREEMENT: The contract and general conditions set forth herein represent the entire agreement between MPC and Client and supersedes all prior negotiations, representations, or agreements. This contract may be amended only by written instruments signed by both Client and MPC for performance of services as described in the proposal.

18) VERBAL ACCEPTANCE: If verbal agreement to proceed with services is given by Client to MPC, and if proposal is not signed and returned within 7 days of the date of the proposal, Client agrees that the proposal, and the terms and conditions therein, are acceptable to Client.

19) CONTRACTUAL LIMITATIONS PERIOD: Any claim or cause of action brought by Client against MPC shall be brought within one-year of the work performed under this agreement or be forever barred. Client waives any limitations periods to the contrary.



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- ☐ Client acknowledges that it may be required to report regulated conditions at the Site to the appropriate public authorities, including the Environmental Protection Agency and/or the Michigan Department of Environmental Quality, in accordance with applicable law. Client indemnifies and holds MPC harmless from any requirement to report such condition.

- ☒ **This estimate must be signed and returned by an authorized Client representative prior to commencement of work and/or this estimate must be referenced in its entirety (including general terms and conditions thereof) in a purchase order provided by Client.** Receipt of the signed estimate or purchase order by MPC will constitute authorization to proceed with the proposed scope of work, and affirm Client's understanding and acceptance of the terms and conditions as set forth above and on page 4 of this document. Thus executed, this estimate will serve as a contract between Client and MPC for performance of the services as described herein.

- ☒ **Unless otherwise specified by MPC, our standard payment terms are net thirty (30) days after date of MPC invoice, however, payment terms will be determined subsequent to review of Client's credit history and pre-payment or a retainer may be required prior to services being rendered.** For payment terms of net 30 days, a 2.0% monthly interest rate will be assessed on the unpaid balance thereafter.
- ☒ Project schedule subject to personnel and equipment availability.
- ☒ This estimate will remain valid for thirty (30) days.

Additional Cost Estimate Notes:

- ☒ This is a time and material estimate.
- ☒ Waste quantities are an estimate, the disposal cost can be better estimated after sample analysis has been performed.